

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10	PAGE OF PAGES 1 100	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0031		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 May 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE ATTN: MICHAEL BURCH 1141B BURCHML@IH.NAVY.MIL INDIAN HEAD, MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 301/744-6662 FAX: 301/744-6546			TEL:	
						FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 1558</u> until <u>15 00</u> local time <u>27 Jun 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MICHAEL BURCH		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 30/744-6662		C. E-MAIL ADDRESS burchml@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
		PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES
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X	G	CONTRACT ADMINISTRATION DATA			X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS					
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Attachment 5 - Base Year

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 44.56	\$ 120,312.00						
Senior Engineer (K)	1,800	\$ 51.65	\$ 92,970.00						
Senior Scientist (K)	4,800	\$ 31.45	\$ 150,960.00						
Engineer	7,680	\$ 25.25	\$ 193,920.00						
Junior Engineer	5,760	\$ 21.05	\$ 121,248.00						
Analyst	4,800	\$ 20.35	\$ 97,680.00						
Junior Analyst	4,800	\$ 13.65	\$ 65,520.00						
Instrumentation Technician	9,600	\$ 15.25	\$ 146,400.00						
Technical Writer	3,600	\$14.35	\$ 51,660.00						
Engineering Technician	6,080	\$18.95	\$ 115,216.00						
Technician	9,600	\$14.95	\$ 143,520.00						
Assembler	6,080	\$11.35	\$ 69,008.00						
Clerk/Administrative Assistant	1,920	\$ 13.50	\$ 25,920.00						
Subtotal Direct Labor	69,220		\$ 2,456,640.00						
Labor Overhead	Base	Rate	Amount						
Off Site		88%	\$ 2,161,843.20						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 2,161,843.20						
Total			\$ 4,618,483.20						
Total Labor Hours	90,240								
Other Direct Costs									
Travel*			\$ 50,000.00						
Material*			\$ 795,600.00						
Consultants*			\$ 250,000.00						
Subtotal			\$ 1,095,600.00						
Material Handling Rate (if applicable)*		3%	\$ 60,794.00						
Total			\$ 1,156,394.00						
Grand Subtotal			\$ 5,774,877.20						
G&A									
Off Site		15%	\$ 812,112.48						
On Site		N/A							
Subtotal			\$ 812,112.48						
Total			\$ 6,586,989.68						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 265,562.78						
Total CPFF			\$ 6,852,552.46						

Attachment 5 - Composite

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 44.56	\$ 120,312.00	-	\$ -	-	-	\$ -	-
Senior Engineer (K)	1,800	\$ 51.65	\$ 92,970.00	-	\$ -	-	-	\$ -	-
Senior Scientist (K)	4,800	\$ 31.45	\$ 150,960.00	-	\$ -	-	-	\$ -	-
Engineer	7,680	\$ 25.25	\$ 193,920.00	-	\$ -	-	-	\$ -	-
Junior Engineer	5,760	\$ 21.05	\$ 121,248.00	-	\$ -	-	-	\$ -	-
Analyst	4,800	\$ 20.35	\$ 97,680.00	-	\$ -	-	-	\$ -	-
Junior Analyst	4,800	\$ 13.65	\$ 65,520.00	-	\$ -	-	-	\$ -	-
Instrumentation Technician	9,600	\$ 15.25	\$ 146,400.00	-	\$ -	-	-	\$ -	-
Technical Writer	3,600	\$14.35	\$ 51,660.00	-	\$ -	-	-	\$ -	-
Engineering Technician	6,080	\$18.95	\$ 115,216.00	-	\$ -	-	-	\$ -	-
Technician	9,600	\$14.95	\$ 143,520.00	-	\$ -	-	-	\$ -	-
Assembler	6,080	\$ 11.35	\$ 69,008.00	-	\$ -	-	-	\$ -	-
Clerk/Administrative Assistant	1,920	\$ 13.50	\$ 25,920.00	-	\$ -	-	-	\$ -	-
Subtotal Direct Labor	69,220		\$12,283,200.00		\$ -	-		\$ -	-
Labor Overhead	Base	Rate							
Off Site		88%	\$ 7,295,835.36						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 7,295,835.36						
Total			\$ 15,586,557.36						
Total Labor Hours	451,200								
Other Direct Costs									
Travel*			\$ 250,000.00						
Material*			\$ 3,978,000.00						
Consultants*			\$ 1,250,000.00						
Subtotal			\$ 5,478,000.00						
Material Handling Rate (if applicable)*		3%	\$ 303,970.00						
Total			\$ 5,781,970.00						
Grand Subtotal			\$ 21,368,527.36						
G&A									
Off Site		15%	\$ 2,934,683.60						
On Site		N/A							
Subtotal			\$ 2,934,683.60						
Total			\$ 24,303,210.96						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 896,227.05						
Total CPFF			\$ 25,199,438.01						
THIS IS A SAMPLE ONLY			ATTACHMENT 5						

Attachment 5 - Option I

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 44.56	\$ 120,312.00						
Senior Engineer (K)	1,800	\$ 51.65	\$ 92,970.00						
Senior Scientist (K)	4,800	\$ 31.45	\$ 150,960.00						
Engineer	7,680	\$ 25.25	\$ 193,920.00						
Junior Engineer	5,760	\$ 21.05	\$ 121,248.00						
Analyst	4,800	\$ 20.35	\$ 97,680.00						
Junior Analyst	4,800	\$ 13.65	\$ 65,520.00						
Instrumentation Technician	9,600	\$ 15.25	\$ 146,400.00						
Technical Writer	3,600	\$14.35	\$ 51,660.00						
Engineering Technician	6,080	\$18.95	\$ 115,216.00						
Technician	9,600	\$14.95	\$ 143,520.00						
Assembler	6,080	\$11.35	\$ 69,008.00						
Clerk/Administrative Assistant	1,920	\$ 13.50	\$ 25,920.00						
Subtotal Direct Labor	69,220		\$ 1,394,334.00						
Labor Overhead	Base	Rate	Amount						
Off Site		88%	\$ 1,227,013.92						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 1,227,013.92						
Total			\$ 2,621,347.92						
Total Labor Hours	90,240								
Other Direct Costs									
Travel*			\$ 50,000.00						
Material*			\$ 795,600.00						
Consultants*			\$ 250,000.00						
Subtotal			\$ 1,095,600.00						
Material Handling Rate (if applicable)*		3%	\$ 60,794.00						
Total			\$ 1,156,394.00						
Grand Subtotal			\$ 3,777,741.92						
G&A									
Off Site		15%	\$ 512,542.19						
On Site		N/A							
Subtotal			\$ 512,542.19						
Total			\$ 4,290,284.11						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 150,727.51						
Total CPFF			\$ 4,441,011.62						

Attachment 5 - Option II

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 46.36	\$ 125,172.00						
Senior Engineer (K)	1,800	\$ 53.74	\$ 96,732.00						
Senior Scientist (K)	4,800	\$ 32.72	\$ 157,056.00						
Engineer	7,680	\$ 26.27	\$ 201,753.60						
Junior Engineer	5,760	\$ 21.90	\$ 126,144.00						
Analyst	4,800	\$ 21.17	\$ 101,616.00						
Junior Analyst	4,800	\$ 14.20	\$ 68,160.00						
Instrumentation Technician	9,600	\$ 15.87	\$ 152,352.00						
Technical Writer	3,600	\$14.93	\$ 53,748.00						
Engineering Technician	6,080	\$19.72	\$ 119,897.60						
Technician	9,600	\$15.55	\$ 149,280.00						
Assembler	6,080	\$11.81	\$ 71,804.80						
Clerk/Administrative Assistant	1,920	\$ 14.05	\$ 26,976.00						
Subtotal Direct Labor	69,220		\$ 1,450,692.00						
Labor Overhead	Base	Rate	Amount						
Off Site		88%	\$ 1,276,608.96						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 1,276,608.96						
Total			\$ 2,727,300.96						
Total Labor Hours	90,240								
Other Direct Costs									
Travel*			\$ 50,000.00						
Material*			\$ 795,600.00						
Consultants*			\$ 250,000.00						
Subtotal			\$ 1,095,600.00						
Material Handling Rate (if applicable)*		3%	\$ 60,794.00						
Total			\$ 1,156,394.00						
Grand Subtotal			\$ 3,883,694.96						
G&A									
Off Site		15%	\$ 528,435.14						
On Site		N/A							
Subtotal			\$ 528,435.14						
Total			\$ 4,412,130.10						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 156,819.81						
Total CPFF			\$ 4,568,949.91						

Attachment 5- Option III

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 47.29	\$ 127,683.00						
Senior Engineer (K)	1,800	\$ 54.81	\$ 98,658.00						
Senior Scientist (K)	4,800	\$ 33.37	\$ 160,176.00						
Engineer	7,680	\$ 26.80	\$ 205,824.00						
Junior Engineer	5,760	\$ 22.34	\$ 128,678.40						
Analyst	4,800	\$ 21.60	\$ 103,680.00						
Junior Analyst	4,800	\$ 14.49	\$ 69,552.00						
Instrumentation Technician	9,600	\$ 16.18	\$ 155,328.00						
Technical Writer	3,600	\$15.23	\$ 54,828.00						
Engineering Technician	6,080	\$20.11	\$ 122,268.80						
Technician	9,600	\$15.87	\$ 152,352.00						
Assembler	6,080	\$12.04	\$ 73,203.20						
Clerk/Administrative Assistant	1,920	\$ 14.33	\$ 27,513.60						
Subtotal Direct Labor	69,220		\$ 1,479,745.00						
Labor Overhead	Base	Rate	Amount						
Off Site		88%	\$ 1,302,175.60						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 1,302,175.60						
Total			\$ 2,781,920.60						
Total Labor Hours	90,240								
Other Direct Costs									
Travel*			\$ 50,000.00						
Material*			\$ 795,600.00						
Consultants*			\$ 250,000.00						
Subtotal			\$ 1,095,600.00						
Material Handling Rate (if applicable)*		3%	\$ 60,794.00						
Total			\$ 1,156,394.00						
Grand Subtotal			\$ 3,938,314.60						
G&A									
Off Site		15%	\$ 536,628.09						
On Site		N/A							
Subtotal			\$ 536,628.09						
Total			\$ 4,474,942.69						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 159,960.43						
Total CPFF			\$ 4,634,903.12						

Attachment 5 - Option IV

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Direct Labor									
Program Manager (K)	2,700	\$ 48.23	\$ 130,221.00						
Senior Engineer (K)	1,800	\$ 55.91	\$ 100,638.00						
Senior Scientist (K)	4,800	\$ 34.04	\$ 163,392.00						
Engineer	7,680	\$ 27.33	\$ 209,894.40						
Junior Engineer	5,760	\$ 22.79	\$ 131,270.40						
Analyst	4,800	\$ 22.03	\$ 105,744.00						
Junior Analyst	4,800	\$ 14.78	\$ 70,944.00						
Instrumentation Technician	9,600	\$ 16.51	\$ 158,496.00						
Technical Writer	3,600	\$15.53	\$ 55,908.00						
Engineering Technician	6,080	\$20.51	\$ 124,700.80						
Technician	9,600	\$16.18	\$ 155,328.00						
Assembler	6,080	\$12.29	\$ 74,723.20						
Clerk/Administrative Assistant	1,920	\$ 14.61	\$ 28,051.20						
Subtotal Direct Labor	69,220		\$ 1,509,311.00						
Labor Overhead	Base	Rate	Amount						
Off Site		88%	\$ 1,328,193.68						
On Site		N/A							
Fringe Benefits		N/A							
Subtotal Labor Overhead			\$ 1,328,193.68						
Total			\$ 2,837,504.68						
Total Labor Hours	90,240								
Other Direct Costs									
Travel*			\$ 50,000.00						
Material*			\$ 795,600.00						
Consultants*			\$ 250,000.00						
Subtotal			\$ 1,095,600.00						
Material Handling Rate (if applicable)*		3%	\$ 60,794.00						
Total			\$ 1,156,394.00						
Grand Subtotal			\$ 3,993,898.68						
G&A									
Off Site		15%	\$ 544,965.70						
On Site		N/A							
Subtotal			\$ 544,965.70						
Total			\$ 4,538,864.38						
Cost of Money*		N/A							
Off Site									
On Site									
Subtotal COM									
Fixed Fee		5%	\$ 163,156.52						
Total CPFF			\$ 4,702,020.90						

SECTION B Supplies or Services and Prices

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR CONTRACT (DATE OF AWARD THROUGH 5 YEARS THEREAFTER)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMT</u>
0001	The contractor shall provide Engineering and Technical Support Services, in accordance with Description/Specifications set forth in Section C of the contract.	1	LO	\$
	Summary of CLIN 0001 Price			
	Total Cost (DL+OH+GA)	\$		
	Fixed Fee	\$		
	CPFF	\$		
0002	Other Direct Cost			
	Associates/Consultants, Travel and Supplies/Material to support Clin 0001	*	NTE	\$1,259,940.00
0003	Data in Support of CLIN 0001 through 0002 and accordance with DD Form 1423, Contract Data Requirements.	**	NSP	
		TOTAL COST \$		
		TOTAL FEE \$		
		TOTAL COST PLUS FIXED FEE \$		

OPTION YEAR I

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMT</u>
0004	The contractor shall provide Engineering and Technical Support Services, in accordance with Description/Specifications set forth in Section C of the contract.	1	LO	\$
	Summary of CLIN 0001 Price			
	Total Cost (DL+OH+GA)	\$		

Fixed Fee \$ _____
 CPFF \$ _____

0005 Other Direct Cost
 Associates/Consultants, Travel and
 Supplies/Material to support Clin 0004 * NTE \$1,259,940.00

0006 Data in Support of CLIN 0004
 through 0005 and accordance
 with DD Form 1423, Contract
 Data Requirements. ** NSP

TOTAL COST \$ _____

TOTAL FEE \$ _____

TOTAL COST PLUS FIXED FEE \$ _____

OPTION YEAR II

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMT</u>
0007	The contractor shall provide Engineering and Technical Support Services, in accordance with Description/Specifications set forth in Section C of the contract.	1	LO	\$
	Summary of CLIN 0001 Price Total Cost (DL+OH+GA)			\$ _____
	Fixed Fee			\$ _____
	CPFF			\$ _____
0008	Other Direct Cost Associates/Consultants, Travel and Supplies/Material to support Clin 0007	*	NTE	\$1,259,940.00
0009	Data in Support of CLIN 0007 through 0008 and accordance with DD Form 1423, Contract Data Requirements.	**	NSP	

TOTAL COST \$ _____

TOTAL FEE \$ _____

TOTAL COST PLUS FIXED FEE \$ _____

OPTION YEAR III

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMT</u>
0010	The contractor shall provide Engineering and Technical Support Services, in accordance with Description/Specifications set forth in Section C of the contract.	1	LO	\$
	Summary of CLIN 0001 Price			
	Total Cost (DL+OH+GA)	\$		
	Fixed Fee	\$		
	CPFF	\$		
0011	Other Direct Cost Associates/Consultants, Travel and Supplies/Material to support Clin 0010	*	NTE	\$1,259,940.00
0012	Data in Support of CLIN 0010 through 0011 and accordance with DD Form 1423, Contract Data Requirements.	**	NSP	
				TOTAL COST \$
				TOTAL FEE \$
				TOTAL COST PLUS FIXED FEE \$

OPTION YEAR IV

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMT</u>
0013	The contractor shall provide Engineering and Technical Support Services, in accordance with Description/Specifications set forth in Section C of the contract.	1	LO	\$
	Summary of CLIN 0001 Price			
	Total Cost (DL+OH+GA)	\$		
	Fixed Fee	\$		
	CPFF	\$		
0014	Other Direct Cost Associates/Consultants, Travel and			

	Supplies/Material to support Clin 0013	*	NTE	1,259,940.00
0015	Data in Support of CLIN 0013 through 0014 and accordance with DD Form 1423, Contract Data Requirements.	**	NSP	

TOTAL COST \$ _____
TOTAL FEE \$ _____
TOTAL COST PLUS FIXED FEE \$ _____

*NTE - NOT TO EXCEED – Inclusive of G&A. Fee is prohibited on Associates/Consultants, travel, materials/supplies.

** NSP – Not separately Priced

SECTION C Descriptions and Specifications

Notes

Definition of Contractor – The term “contractor” as used in this contract is defined to include the prime contractor and subcontractors with whom the prime contractor has entered into firm commitments prior to award.

Definition of Associate/Consultant – For the purpose of this contract associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractor’s own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor’s performance. In accordance with FAR 52.244-2, FAR 52.244-1 Alternate 1 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a task order requirement under this contract shall be obtained from the contracting officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offeror’s original proposal upon which award shall be based but, if applicable, shall be identified in proposal’s submitted in response to task order tasks issued under this contract.

In regard to Note 2 above (Associates/Consultants). By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total direct labor cost of each individual Task Order.

Task Order Performance – It is understood and agreed that the number of hours and the total dollar-amount for each labor category specified in any task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in the contract and any labor category which may be required and provided for under an individual task order. Accordingly, in the performance of any task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the labor ceiling restrictions of any order, including modifications thereof.

The guaranteed minimum amount is **\$10,000.00 for the Base Year**.

You are required to submit your plan for Evaluation of Compensation for Professional Employees: as part of their original proposal. This requirement is in accordance with FAR 52.222-46 – FEB 1993.

Notification Regarding Subcontractor Fee: The prime contractor is hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractors. No subcontractor proposal shall contain any amount for fee. The prime contractor shall arrange the manner by which the fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

HQB-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled “LIMITATION OF COST” (FAR 52.232-20) or “LIMITATION OF FUNDS” (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQB-2-0014 PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the

withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

IHD 5 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)

The percentage of fee applicable to task orders will be the same as the fee established in the basic contract.

HQB-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQB-2-0004 EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK ENGINEERING AND DEVELOPMENT AUTOMATIC IDENTIFICATION TECHNOLOGY

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) requires assistance with design, development, installation, operation, modification and modernization of Automatic Identification Technology (AIT) for the Department of Defense, Federal Agencies, foreign government via their Foreign Military Sales (FMS) sponsor, as required. IHD/NSWC has been tasked to support AIT which encompasses a variety of read and write data storage technologies that can be used to capture asset identification information. Those technologies include Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMs) and derivatives. One particular system that will be supported is the Advanced Technology Ordnance Surveillance (ATOS) which is a derivative of AIT.

1.2 Background (Information Purposes Only)

The Department of Defense is seeking a means to more effectively and efficiently allow ordnance managers the ability to accurately locate and continuously determine the status of individual munitions on a near real-time basis while simultaneously updating predictions of their future condition and performance with a high level of confidence. The use of Information Technology (IT) is a key component in DoD's efforts to provide timely visibility of all logistics assets, whether in-process (being procured or repaired), in-storage (being stored as inventory), or in-transit (being shipped to another location). Automatic Identification Technology (AIT) encompasses a variety of read and write data storage technologies that can be used to capture asset identification information. AIT may be comprised of bar codes, magnetic stripes, integrated circuit cards, optical memory cards, and radio frequency (RF) identification tags.

Advanced Technology Ordnance Surveillance (ATOS), which is a derivative of AIT, will consist of Radio Frequency Identification (RFID) "tags" including multiple sensors; to include fixed, portable, and handheld readers; a pre-processor database; and appropriate software interfaces. The RFID tag will be credit-card-sized, affixed to designated ammunition containers or pallets. The tag is intended to be low-cost, disposable, and maintenance-free with a service life of at least five years. It will monitor environmental conditions by transmitting sensor data at user-defined intervals. The tag stores data when not in communication with a reader. The tag will include temperature, humidity, and shock sensors and will allow for one (1) additional environmental sensor such as vibration. The readers will communicate with the tags and the pre-processor database. The readers will send data to the pre-processor database via a Local Area Network (LAN).

1.3 Scope

Required support shall be provided in accordance with individual written task orders (TOs), issued by IHD/NSWC within the scope of the Statement of Work (SOW) of this contract. The contract is an Indefinite Delivery, Indefinite Quantity, with a period of performance of 12 months, and provisions for four 12 - month option periods. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. The contractor shall provide all resources to meet the requirements of the Statement of Work.

The purpose of this requirement is to provide engineering, development, manufacturing, installation and site support, testing, training, contractor maintenance and program management support for Advanced Technology

Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives. Typical tasking shall include AIT system design and development, systems engineering, integration engineering, technical analysis, implementation, test and evaluation, logistics engineering, analysis and documentation support, and program management support services.

2.0 REFERENCE DOCUMENTS

Unless otherwise specified in the SOW, the following documents are to be used for general guidelines only:

Applicable Documentation (*Advisory Only*)

DI-MGMT-80227	Contractor's Progress, Status and Management Report
DI-ADMN-81249A	Conference Agenda
DI-ADMN-81250A	Conference Minutes
DI-ADMN-81373	Presentation Material
DI-MISC-80508A	Technical Reports, Study/Services
DI-SESS-81000B	Product, Drawings & Associated Lists
DI-MISC-80711A	Scientific and Technical Reports

3.0 REQUIREMENTS

The contractor shall provide technical, development, and manufacturing support services and products to include personnel, material, services, and facilities to perform, accomplish, and complete the tasks described herein. The following task statements are meant to be descriptive, not specific. The specific work shall be in accordance with and within the scope of the subsequent paragraphs and identified in the task orders placed on this contract. The contractor shall not be responsible for determining patent or intellectual property ownership rights. The contractor shall also adhere to Organizational Conflict of Interest clauses.

3.1 Automatic Identification Technology (AIT) System Design, and Development

The contractor shall, as directed by each individual task order, provide support for Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives. The contractor shall provide design, development, documentation, test and implementation support services for automated identification, asset management, and automated tracking systems which may or may not include sensors as defined in the individual task orders.

3.1.1 As defined in individual task orders, the contractor shall take the Government's requirement and assist in the analysis of the design to develop, document, test and implement an Automated Inventory Management Systems using Automated Identification Technologies (AIT) such as contact memory, bar code and Radio Frequency Identification (RFID) technologies, tags, interrogators, readers and antenna systems in order to develop a Government design for possible future competitive procurement. This work shall include and encompass inventory management systems, asset tracking systems, order/utilization systems and components, remote sensing and highly distributed world-wide logistic management systems. The work may include asset tracking systems; automated data collection systems; automated environmental data collection /data reduction systems; automated identification systems; and automated inventory management and logistical systems. The contractor shall perform research and analysis of emerging technologies in logistics and communications, including the security of data communication.

3.1.2 Automated identification and asset management system applications will include: munitions accounting; weapon systems components accounting; smart store rooms; identification and asset management of components, assemblies or weapon systems; location and tracking of components, support equipment, tool/inventory control; training equipment; inventory/location and management of spare parts; vehicle and personnel identification; remote environmental data collection; access control and security; logistics and supply chain management; and ATOS.

3.1.3 Assist the Government in the evaluation of the awarded contractor's developed prototypes to enhance global combat services support information management, read/write designs for electronic tags, anti-collision

schema, communication requirements, data encryption, data security, and system accuracy. As part of this effort the contractor may be required to develop technologies which improve inventory control, accuracy, and reporting with automated decision support processes to enhance battlefield distribution objectives.

3.1.4 Provide engineering and technical support for the contractor's developed system in the areas of system integration, test and evaluation, training, life cycle maintenance and logistic support of various AIT requirements, programs and projects. Specific current AIT technology examples include: linear and two dimensional (2D) bar codes; magnetic strips; miniature integrated circuit cards; Optical Memory Cards (OMC); contact memory buttons (CMBs); Radio Frequency Data Collection (RFDC); active and passive Radio Frequency Identification (RFID); contactless smart card technologies; smart labels; smart "chipless" labels; Global Positioning System (GPS); and, voice over internet protocol (VOIP).

3.1.5 Provide design, development, documentation and installation of remote autonomous microelectronics sensors and associated equipment using Micro-electromechanical Systems (MEMS), spread spectrum, frequency agile, active and passive RFID tags; and the integration to sophisticated large-scale data base management systems for sensing, tracking and reporting logistical elements for military materials, munitions, spare parts or any other high value asset.

3.1.6 Design, develop, implement and provide technical support to systems which provide automatic collection, storage retrieval, processing, transmission, and data reduction utilizing desktop computers, scanners, wireless and hand-held smart systems, microcircuit devices, smart cards, voice recognition systems, RF based identification technologies, satellite based transportation tracking, and remote sensing and reporting.

3.1.7 The application of standards and agreements to AIT systems including: DoD standards; American National Standards Institute (ANSI); FCC regulations; ISO standards; Military inter-service agreements; and, DoD inter-Government (multi-nation) agreements for AIT systems.

3.1.8 Provide support for the identification, evaluation and integration of Commercial-off-the-shelf (COTS) AIT components, readers, scanners, tags, software, and other components into fully-developed AIT applications for the Government.

3.2 Systems Engineering Supporting the Awarded Contractor's Systems

Systems engineering support for the awarded contractor's developed systems may be requested under this contract for the support of Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives. This effort shall consist of systems engineering and technical support services such as requirements and functional analyses, systems design and systems evaluation for the purpose of transforming system needs into a description of preferred system configurations and their related performance parameters. These efforts comprise a top-down, iterative, systems engineering process that may be required during any phase of a system life cycle. All analysis reporting shall be prepared and submitted in accordance with the CDRL provisions of each task order. Engineering and development efforts will be mainly directed toward system prototyping in the support of new systems, applied research, advanced concept technology demonstrations (ACTDs), and the modification and modernization of existing military systems. Typical engineering subtasks to support the development and modification of a commercial or military hardware and/or software system may include:

3.2.1 The contractor shall prepare detailed electrical and mechanical designs required to implement functional requirements through the configuration of electrical, electronic, and mechanical components for awarded contractor's developed systems as required by each task order. This effort also includes creating, developing, producing and editing detailed design drawings and documentation for subsequent fabrication. The design engineering may include breadboard and system prototype fabrication for proof of concept and research evaluation. Development includes the integration of contractor developed and/or contractor acquired components with Government-provided components into functional systems in accordance with the documented performance baseline.

3.2.2 The contractor shall design, develop, modify, enhance, or expand his existing system's capabilities by the addition, deletion, or modification of digital hardware, inter-computer interfacing, peripheral equipment, real time analog or digital processing equipment, or special purpose electronics, hydraulic, pneumatic, or mechanical equipment. The contractor shall provide electronic and mechanical fabrication services where it may be necessary to work from engineering sketches as well as engineering drawings.

3.2.3 The contractor shall prepare engineering data packages to include new or revised engineering drawings, wire lists, schematic diagrams, wiring diagrams, interconnect diagrams, mechanical and installation diagrams, system Operation and Maintenance Manuals, and other documentation changes/updates as directed by the CDRL in each individual task order for the awarded contractor's system. Documentation will be developed in accordance with the format and content standards as directed. Each task order shall include a CDRL outlining specific documentation requirements.

3.2.4 The contractor may be required to fabricate prototypes for test and evaluation. This may require the construction, assembly, fabrication, test and delivery of components or complete systems developed by the contractor.

3.2.5 The contractor may be required to develop software as part of their system design and integration. All contractor developed software coding must pass Software Quality Assurance requirements, undergo formal acceptance testing in accordance with the Government approved Software Development Plan, and comply with software development requirements as identified in the Computer Resources Life-Cycle Management Plan (CRLCMP) or other Government approved software development procedures. The contractor shall develop and maintain Software Quality Program Plans and procedures to be performed during system software baseline development and modification efforts. The Software Baseline Release Package (Software Product Specification) and the Software Quality Program Plan shall be prepared in accordance with the CDRL provisions of each task order.

3.3 Integration Engineering Supporting the Awarded Contractor's Systems

Integration engineering tasks may be required for the awarded contractor's design systems under this contract to support Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives. This effort consists of the electronic and electro-mechanical integration of hardware, software, mechanical components and assemblies, COTS materials and Government furnished equipment and materials.

Integration engineering tasks include feasibility analyses, interoperability analyses, and interface designs/documents. Integration engineering may be required for contractor developed systems and system modernization via the removal of obsolete components and subassemblies, and replacement with modern, supportable counterparts.

Integration may be required among and between electronic hardware components, mechanical components and mechanical packaging, and embedded software components.

3.4 Technical Analysis Supporting the Awarded Contractor's Systems

Independent technical analysis support may be requested under this contract to support Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives. Detailed descriptions of such technical analysis shall be provided in individual task orders. The following represents typical technical analysis activities:

Engineering/Technical Documentation Review - Collection, organization, and annotation of references in selected systems engineering subject areas.

Data Analyses - Reduction, evaluation and analysis of design, installation and operational test data.

Reports - Preparation of point papers, scientific and technical reports.

3.4.1 Provide analysis through experimentation, surveys, field investigations and other appropriate methods in the following and related areas:

Micro-electromechanical Systems (MEMS)
 Micro-electronic sensors and Radio Frequency Identification (RFID) electronics.
 Remote Automated Sensors
 Automatic Identification Technologies (AIT)
 Wireless integrated microcircuits
 AIT anti-collision, read/write, and HERO issues
 Team Training
 Computer/Electronic/Mechanical Systems
 Demonstration of Technology Effectiveness
 ASIC

3.5 Implementation Supporting the Awarded Contractor's Systems

The contractor shall, as directed by task order, provide the following implementation support for Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives:

3.5.1 Installation. The contractor shall perform site surveys, perform installations and conduct tests for AIT and sensor systems, various support equipment, commercial systems, weapon systems and/or training equipment.

Maintenance. The contractor shall maintain commercial or original equipment manufacturer (OEM) equipment to Government and/or OEM specifications. Both preventive and corrective maintenance may be required. Maintenance shall be provided for AIT systems, support equipment, commercial equipment, training equipment, instrumentation and logistic asset management systems, electronic equipment and weapon systems. Maintenance may be required at Government and/or contractor sites. Operational sites may include CONUS and OCONUS locations. Contractor, depot, and Government site locations shall be stipulated in individual task orders. The contractor may be required to assess spares inventories, develop inventories, maintain such inventories, develop/maintain maintenance logs and maintenance documentation, develop maintenance plans/programs, and utilize / procure special tools and special test equipment.

3.6 Test and Evaluation Supporting the Awarded Contractor's Systems

The contractor shall, as directed by the task order, provide the following test and evaluation support for Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives:

3.6.1 Assist in developing detailed Test Plans describing the test approach methodology, test procedures, and anticipated results that will be used to measure operational performance of the awarded contractor's developed systems.

3.6.2 The contractor shall conduct system performance testing and record results of contractor developed systems. The contractor shall perform test and evaluation on commercial or military hardware and/or software systems in accordance with approved test plans and procedures. Test results of awarded contractor's developed systems shall be prepared in accordance with the CDRL for each task order.

3.6.3 Provide technical support to the Project Engineer during acceptance testing. The contractor shall provide technical assistance to the test and acceptance team in identifying, isolating and defining system performance deficiencies, and in documenting and assisting in the correction of Deficiency/Discrepancy Reports.

3.7 Logistics Engineering, Analysis and Documentation Supporting the Awarded Contractor's Systems

The contractor shall, as directed by an individual task order, conduct on-going logistics, reliability, maintainability, supportability, and quality assurance planning and analysis support reviews. The contractor shall furnish the necessary personnel, facilities, materials, and supplies to perform the various logistics analysis tasks, and furnish the necessary items as described within each task order. Reports shall be prepared in accordance with the CDRL provisions for each task order. Typical tasking to support Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives will include:

- a.) Assist in the development of Logistic Support Analyses for equipment and systems.
- b.) Assist in the development of Reliability and Maintainability estimates for equipment and systems.
- c.) Assist/develop Maintenance Requirements cards, maintenance plans, and maintenance procedures.

3.8 Documentation Support Services Supporting Awarded Contractor's Systems

The contractor shall, as directed by task order, provide the following documentation support services to support Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives:

3.8.1 The contractor shall provide documentation support, as required by task order, for system modifications, commercial or military system relocation, project management tasks, research tasks, and any other task associated with the acquisition and life-cycle support of operational systems such as participation in documentation review conferences. The contractor shall be required to develop or revise all associated documentation to reflect the new or modified system configuration. Documentation shall typically include, Technical Data Packages (TDPs), Operation and Maintenance Manuals, Functional Characteristics Documentation, Equipment Facilities Requirements Documentation, Facilities Reports, Requirements Documentation, Planned Maintenance System Data, and support planning documentation.

3.8.2 The contractor shall assist in developing and maintaining documentation changes for each approved system modification effort, including diagrams, flowcharts, engineering drawings and other graphically presented data. Documentation updates shall be developed in accordance with the initial document format and content standards or as otherwise directed. The contractor shall coordinate assignment of change page numbers with cognizant logistics/technical documentation managers. Each task order shall include a CDRL outlining specific documentation change requirements.

3.8.3 The contractor shall conduct searches, reviews, collection, compilation, reduction and analysis (including statistical analysis) of data and information on operational systems and components. Data acquisition will be required to support either the Government's efforts for the development of specific commercial or military systems or subsystems.

3.9 Program Management Supporting the Awarded Contractor's Systems

The contractor shall, as directed by task order, provide the following program management support for Advanced Technology Ordnance Surveillance (ATOS) using AIT with Radio Frequency Identification (RFID) and Micro-electromechanical Systems (MEMS) and derivatives:

3.9.1 Program Management

The contractor shall provide management and technical assistance to support task orders under this contract.

3.9.2 Meetings and Reviews

The contractor shall assist in scheduling and conducting design reviews for the awarded contractor's proposed design, development or modifications in two phases: Preliminary Design Reviews (PDRs) and Final or Critical Design Reviews (CDRs). The design reviews shall, as a minimum, review the design and development approach, resource requirements and utilization status, risk areas and potential problems and development progress.

Presentation materials, Conference Agendas, and Conference Minutes shall be prepared and submitted in accordance with the CDRL provisions of each task order.

3.9.3 Plan of Action and Milestones

If specifically required in the task order, the contractor shall present a Plan of Action and Milestones (POA&M) for task completion. The POA&M shall define the contractor's methods and schedule for implementing the task(s) as specified in the task order.

4.0 DATA DELIVERABLES

As required by the individual task orders the contractor shall provide the following deliverables in accordance with the contract data requirements list (CDRL) and the data item description (DID) (Advisory):

4.1 The contractor shall submit monthly status reports, *Contractor's Progress, Status and Management Report*, CDRL Item A001, (DI-MGMT-80227), (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address.
- b. Contract number.
- c. Date of report.
- d. Period covered by report.
- e. Man-hours expended for the reporting period, and cumulatively during the contract.
- f. Cost curves portraying actual/projected conditions through contract.
- g. Cost incurred for the reporting period and total contractual expenditures as of report date.
- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract.
- i. Trips and significant results.
- j. Plans for activities during the following period.

4.2 *Conference Agenda*, on an as required basis, IAW DI-ADMN-81249A, (Advisory), CDRL Item A002.

4.3 *Conference Minutes*, on an as required basis, IAW DI-ADMN-81250A, (Advisory), CDRL Item A003.

4.4 *Presentation Material*, on an as required basis, IAW DI-ADMN-81373, (Advisory), CDRL Item A004.

4.5 *Technical Report-Study/Services*, on an as required basis, IAW DI-MISC-80508A, (Advisory), CDRL Item A005.

4.6 *Product Drawings and Associated Lists*, on an as required basis, IAW DI-SESS-81000B, (Advisory), CDRL Item A006.

4.7 *Scientific and Technical Reports*, on an as required basis, IAW DI-MISC-80711A, (Advisory), CDRL Item A007.

5.0 TRAVEL

The contractor may be required to travel in performance of this contract. Specific travel requirements shall be delineated in individual task orders and shall be in accordance with Joint Federal Travel Regulations.

6.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION (GFE/GFI)

The Government shall furnish all equipment and information necessary to enable the contractor to perform engineering, development, manufacturing, testing and training efforts, as may be required in the execution of specific task requirements. The Government will furnish the contractor applicable information and other related documentation required to complete assigned tasking. Individual task orders shall specify the Government Furnished Equipment and Information to be issued.

7.0 SECURITY

All key personnel associated with this contract may be required to have a DoD "secret" clearance. The contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified on the individual task orders. Individual task orders shall specify the security requirement.

8.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

IHD 17 PERSONNEL QUALIFICATIONS (MINIMUM) NAVSEA/IHD (FEB 2000)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

1. PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are the minimum; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET.

PROGRAM MANAGER (Key Personnel)

Position requires a bachelor's degree with fifteen (15) years qualifying, related experience.

The candidate must have the capability and demonstrated industry experience in planning, directing and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex problem solving, systems design, mission effectiveness analyses, hardware and software systems design/development, and simulation development. Qualifying, related experience for program management of large-scale systems includes demonstrated recent industry experience in: system (program) requirements definition; work planning; budget development; fiscal control; scheduling; task control; work progress assessments; contract management; subcontractor/vendor management; client communications; and staff recruiting/development and personnel communications.

SENIOR SCIENTIST (Key Personnel)

Position requires a doctorate degree in a recognized scientific or engineering discipline with ten (10) years of directly related qualifying industrial experience; or a master's degree in a recognized scientific or engineering discipline with a total of fifteen (15) years of directly related qualifying experience in industry; or a bachelors' degree in a recognized scientific or engineering discipline with a total of twenty (20) years of directly related qualifying experience in industry. Five (5) years of this experience must be in the technical direction and project leadership of the technical team.

Scientific fields may include: Radio Frequency Engineering, Microelectronics/sensors; Electrical Engineering; Simulation Systems; Visual Systems; Physics/Modeling; Aerodynamics; Mathematics; Industrial Engineering; Digital Command & Control; and Lasers/optics. Qualifying related experience must include the researching, designing, implementing, testing and documenting complex dynamic systems for electronic systems, government/military systems, and weapon systems. Relevant experience must be demonstrated in the development of systems such as: automated asset identification/management systems; data reduction/decision support; weapon system support equipment; and digital electronic systems.

Qualifying related experience in industry shall include hands-on technical leadership/involvement in programs such as: the research, development, test and evaluation (RDT&E) of digital electronic systems or complex simulations; concept formulation of advanced military instrumentation systems; aircraft or weapon system modeling; integration of military and commercial hardware with sensors, data systems with hands-on experience in the design and integration of COTS and custom digital and analog electronic components for military systems.

The candidate shall be required to demonstrate qualifying experience in: requirements analysis/design; empirical data collection/data reduction; development/implementation of real-time system architectures in electronic and digital systems; domain engineering/engineering reuse; implementation; test and evaluation of prototypes and initial articles; evaluation of mathematical/simulation models; and the development of working interoperative systems for electronic, and government support systems, and military weapon systems.

SENIOR ENGINEER (Key Personnel)

Position requires a bachelor's degree in engineering, computer science, mathematics, sciences or an engineering discipline with ten (10) years of qualifying, related experience. An Associates degree in a technical field with a total of fifteen (15) years of qualifying, related experience in industry may be substituted.

This position requires the ability and the demonstrated industrial experience to solve complex technical problems, independently develop complex designs, weapon system support equipment, and/or integrated systems and products. Ability and experience leading and directing and technically supervising other junior project personnel. Qualifying, related experience shall include the development of the following: equipment and weapon systems: system specifications; preliminary and final (detailed) electronic and digital designs; detailed system architectures; digital software code; interface designs/design documents; system test plans/test procedures; and engineering documentation. Experience must include hands-on experience through all phases of systems development including: system concept formulation; technology trade-off analyses; system design; system development; system test; system implementation; and life cycle maintenance. The candidate must have demonstrated hands-on experience designing and integrating systems typically including real-time data conversion equipment; visual systems; COTS displays;

high-end digital computing equipment; power supplies/power distribution, digital audio systems; digital networks; and custom electronic sensors, and analog instrumentation.

The candidate shall possess specific expertise in one of the following disciplines: Systems engineering; Mechanical engineering; Electrical engineering; Software engineering; Industrial engineering; Radio Frequency (RF) engineering; Optics/IR Specialty (physics or engineering); Computer network engineering; or acoustical engineering.

ENGINEER

Position requires a bachelor's degree in a scientific or technical discipline with five (5) years of qualifying, related experience. An associate degree with technical studies may be substituted with a total of eight (8) years of qualifying related experience.

This is a mid-level position requiring senior level supervision to develop top-level and detailed engineering designs, and develop optimized engineering solutions to complex problems. Qualifying related experience includes participation in developing assigned portions of: system specifications; development of system and subsystem designs; system architectures; system development; system integration; generating valid test data; system level test; and, engineering documentation.

The candidate shall possess specific expertise in one of the following disciplines: Systems engineering; Mechanical engineering; Electrical engineering; Software engineering; Quality engineering; Industrial engineering; Radio Frequency (RF) engineering; Optics/IR Specialty (physics or engineering); Computer network engineering; or acoustical engineering.

JUNIOR ENGINEER

Position requires a bachelor's degree in an engineering, scientific or technical discipline with one (1) year of qualifying, related experience. An associate degree with technical studies may be substituted with a total of four (4) years of qualifying, related experience.

Qualifying related experience includes participation and assistance in developing assigned portions of: system specifications; development of system and subsystem designs; system architectures; system development; system integration; generating valid test data; system level test; and, engineering documentation. All qualifying experience must include related work for commercial electronics/commercial systems.

The candidate shall be developing expertise in one of the following disciplines: Systems engineering, Mechanical engineering, Electrical engineering, Software engineering, Quality engineering, Industrial engineering, Radio Frequency (RF) engineering, Optics/IR Specialty (physics or engineering), Computer network engineering, or acoustical engineering.

ANALYST

Position requires a bachelor's degree and two (2) years of qualifying related experience. An associate degree or formal courses in military technical training may be substituted with five (5) years of qualifying, related experience.

Qualifying related experience includes data collection, analysis and problem solving leading to solutions to complex problems in commercial systems, weapon systems, military equipment and associated support equipment. Qualifying experience includes: analysis of system requirements; developing assigned portions of system specifications; development of system and subsystem designs; performing trade /engineering trade studies, cost/benefit analyses, developing and defending detailed system designs, developing supporting technical documentation; developing system level test data; conducting testing; and, verification of systems. The candidate for the Analyst position will be required to assist in the development of specific components, products and deliverables for their assigned program associated with the disciplines listed below. These deliverable products may include training materials, financial analyses, logistic plans, software objects, databases, research reports, hardware components, and integrated systems.

Each candidate shall have a discipline of specific expertise which will include the following: Computer networks; Systems analysis; Software analysis; Data Base analysis; Software QA; General Quality Assurance; Reliability & Maintainability; Financial analysis; Operations Research; Logistics; Industrial psychology; Training systems analysis; and, Instructional systems development.

JR. ANALYST

Position requires an Associate's Degree (or equivalent) and one (1) year of qualifying related experience. Qualifying related experience includes analysis and problem solving. The candidate shall support more senior analysts in: analysis of system requirements; developing assigned portions of system specifications; development of system and subsystem designs; developing supporting technical documentation; developing system level test data; conducting testing; and, verification of systems.

Each candidate shall be developing a discipline of specific expertise which will include the following: Computer networks; Systems analysis; Software analysis; Data Base analysis; Software QA; General Quality Assurance; Reliability & Maintainability; Financial analysis; Operations Research; Logistics; Industrial psychology; and Training systems analysis/instructional systems development.

INSTRUMENTATION TECHNICIAN

Position requires an associate degree or formal technical training with three (3) years of qualifying related experience.

The candidate must be experienced in performing electronic assembly; installations; and alignment/repair of electronic systems. Must be able to read and correctly interpret engineering, electronic and schematic diagrams; perform electronic and mechanical tests in accordance with developed, written procedures; demonstrate proficiency in utilization of common electrical and hand tools and test equipment; and configure, install and use digital and analog sensors and instrumentation which typically includes thermocouples, strain/stress gauges; vibration sensors, accelerometers, and digital I/O conversion equipment. Qualifying experience includes electronic technician work for digital electronic networks and computing systems.

TECHNICAL WRITER

Position requires an Associates degree with two (2) years of relevant, qualifying experience. The candidate will be required to assist in the collection of technical data, format in accordance with instructions, and contribute to the development of complex technical documentation. The candidate must have experience coordinating and gathering technical data from commercial sources, and various groups within the project team including the graphics department, logisticians, and the engineering disciplines.

Qualifying experience shall include participation in the development of user's manuals, instructional handbooks, operations and maintenance manuals, test procedures, logistic documentation, maintenance reports, engineering design documentation, product specifications, program listings, tools and test equipment lists, detailed parts lists, and installation guides.

ENGINEERING TECHNICIAN

Position requires an Associates degree or equivalent technical training, with seven (7) years of qualifying engineering support experience. Qualifying experience areas include: computer aided drafting (CAD), developing and editing technical data packages (TDPs) for military programs and systems, development of engineering drawings, parts breakdown lists and electronic prototypes. The candidate should have experience in the installation and maintenance of automated systems and computers, networks, cables, LANs and terminals. Must have two (2) years experience providing network and related hardware technical support, including the analysis of hardware and software modules, servers, and access gateways.

TECHNICIAN

Position requires an Associates degree and three (3) years relevant, qualifying experience. The Associates degree may be substituted with military technical training or formal technical training with an additional two (2) years qualifying experience.

Qualifying experience shall include the assembly, development, test, maintenance, troubleshooting, and operation of electro-mechanical, electronic, digital and analog equipment for commercial and military equipment and systems. Experience shall typically include digital computers, electronic circuits, mechanical assemblies, cables/harnesses, and power supplies. The candidate shall have demonstrated experience in correct trouble shooting, fault-isolation, and corrective maintenance of these systems. Candidates will have proficiency and experience reading standard schematic diagrams, reading and interpreting engineering drawings, developing work procedures and instructions for assemblers, developing basic technical data and documentation, proficiency in the safe use of all common hand tools, and routine electronic test equipment including digital meters, continuity testers and power meters.

ASSEMBLER

Position requires a High School education and at least one (1) year experience in the assembly or fabrication of commercial or military systems. Experience will include: assembly of mechanical, electrical or electronic, computer, and wire harness from written instructions or drawings. Ability to correctly assemble components, using common hand tools, soldering irons, crimp tools, and special fixtures. This position reports to senior technicians or the engineering department.

CLERICAL/ADMINISTRATIVE ASSISTANT

Position requires an associate degree with one (1) year related experience or a high school diploma with three (3) years of related experience. Experience must include administrative support to technical programs, assisting report preparation and publication, word processing, vendor purchase order preparation, and basic cost data management. Knowledge and operation of office productivity systems is required. Requires knowledge of Government program report requirements and formats.

HQC-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J**.

HQC-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQC-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (Mar 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. **N00174-03-R-0031**

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

HQC-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

SECTION D - PACKAGING AND MARKING**IHD 31 MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS) (IHD/NSWC) (FEB 2000)**

(a) Marking shall be in accordance with ASTM D 3951-90,
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-03-D-**

Bldg: **(per individual task orders)**

Code: **(per individual task orders)**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) **0001 THRU 00015** - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

SECTION E - INSPECTION AND ACCEPTANCE**52.246-5 Inspection of Services--Cost-Reimbursement.****APR 1984****VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15	Stop-Work Order.	AUG 1989
52.242-15	Stop-Work Order. (AUG 1989)-- Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B Point for Delivery of Government-Furnished Property.	APR 1984

IHD 61 PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

The address specified under the individual task order.

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual task order.

IHD 62 PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of [12] months beginning with the effective date of this contract. The total period of performance, including delivery of data shall be for a duration of 60 months provided all options are exercised beginning with the effective date of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor*] at the following address:

Contractor's DCAA office:

[X] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[] is required with each invoice submittal.

[X] is required only with the final invoice.

[] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.

[] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

252.242-7000 Postaward Conference. DEC 1991

IHD 76 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January
Martin Luther King's Birthday	21 January
President's Day	18 February
Memorial Day	27 May
Independence Day	4 July
Labor Day	2 September
Columbus Day	14 October
Veteran's Day	11 November
Thanksgiving Day	28 November
Christmas Day	25 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 86 SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL IHD/NSWC

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuance's may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

HQ G-2-0003 CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:	
Phone Number:	(301)744-
Payments/Invoicing:	
Phone Number:	(301)744-
Technical Representative:	
Phone Number:	(301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Penny S. Kennedy at (301) 744-6626.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

IHD 125 TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWCIHD)

(a) The following types of delivery orders will be issued under this contract: **COST PLUS FIXED FEE, IDIQ, COMPLETION.**

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JUN 2000)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to-accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or DD Form 1155; and
- (14) set forth any other pertinent information.

Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order., The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be

unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) **Rejection of Unilateral orders.** The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) **Definitization of Undefinitized Orders.** (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) **Limitation of Government Liability.** (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the

maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3) do not apply to undefinitized orders for the purchase of initial spares.

Ordering Activities. The following activities are authorized to issue orders hereunder:

None. Ordering Activities will be issued authority only be written modification to the contract.

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, Attn: SEA 0294.

Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item	Funds
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NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ESTIMATED ALLOTED TO FEE	PERIOD OF PERFORMANCE
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TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

As indicated in each task order

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 114 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: Joe McClure
Mailing Address: Naval Surface Warfare Center, IH DIV
Code: 655M **Telephone No.:** 301-744-4628 x276

(b) The COR ALTERNATE for this contract is:

Name: (To be determined)
Mailing Address:
Code:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or task order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a task order, until the ordering officer has issued a modification to the task order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 122 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

IHD 1 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

IHD 91 - ORDERING UNDER MULTIPLE AWARD CONTRACTS (FEB 2000) (NAVSEA/IHD)

In the event that multiple awards result from this solicitation, task orders will be issued, competed, evaluated and awarded in accordance with the specific terms and conditions of each delivery order which may include price, past performance, technical proposal, or a combination thereof. Fair Opportunity to compete for each individual order need not be given to awardees for a particular order over \$2500.00 due to (1) urgency of the task, (2) quality of past deliverables or (3) economy/efficiency interests as determined by the Contracting Officer.

IHD 123 - SF 294 AND SF 295 REPORTING REQUIREMENTS (FEB 2000)(NAVSEA/IHD)

(1) SF 294 Subcontracting Report for Individual Contracts:

This report is required for each contract containing a Subcontracting Plan. Semi-Annually during contract performance for the periods ending March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer.

(2) SF 295 Summary Subcontract Report:

This report must be submitted semi-annually during contract performance for the six months ending March 31st and the twelve months ending September 30th. Reports are due 30 days after the close of each reporting period.

(NOTE: Use Special Instructions for Commercial Products Plans, see back of SF 295.)

(3) SF 294 and SF 295 shall be submitted to the following personnel:

<u>Name/Address/Title</u>	<u>Submit SF294</u>	<u>Submit SF295</u>
1. Contracting Officer (address shown on page 1 of contract document)	yes-original	yes - original
2. NAVSEA, IHD Small Business Specialist Code SB 101 Strauss Avenue Indian Head, MD. 20640-5035	yes-copy	yes - copy

3. DCMAO yes-original yes-original
 (address shown on page
 1 of contract document)

IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule: **To be specified on individual task orders.**

SECTION I - CONTRACT CLAUSES

252.201-7000	Contracting Officers Representative.	DEC 1991
52.202-1	Definitions.	DEC 2001
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JAN 1997
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	Aug 2000
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	MAR 1999
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information.	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced.	DEC 1991
252.204-7003	Control of Government Personnel Work Product.	APR 1992
252.204-7004	Required Central Contractor Registration.	NOV 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
52.208-9	Contractor use of mandatory sources of supply	FEB2002
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	MAR 1998
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction For Defective Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data-Modifications	OCT 1995
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data- Modifications	OCT 1997
52.216-7	Allowable Cost and Payment.	MAR 2000
52.216-8	Fixed Fee.	MAR 1997

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF CONTRACT AWARD through ONE YEAR THEREAFTER UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[\$1,000.00]**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the total value of the contract;

(2) Any order for a combination of items in excess of the total value of the contract; or

(3) A series of orders from the same ordering office within the period of the contract days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days after the expiration date of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days after the effective date of the contract or within 365 days after exercising a previous option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not **exceed 60 months**.

IHD 149 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall

negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS.	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act- Overtime Compensation	SEP 2000
52.222-21	Prohibition of Separated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	MAY 2001
52.225-13	Restrictions of Certain Foreign Purchases	JUL 2000
252.219-7003	Small, Small Disadvantaged and women-owned small business Subcontracting Plan	APR 1996
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities.	FEB 2003
252.225-7017	Prohibition Award to Companies Owned By The People's Republic of China	FEB 2000
252.225-7026	Reporting of contract performance outside the United States.	JUN 2000
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.225-7037	Duty Free Entry—Eligible End Products	AUG 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-11	Patent Rights-Retention by the Contractor	JUN 1997
52.227-14	Rights in Data –General.	JUN 1987
52.227-18	Rights in Data-Existing Works	JUN 1987
252.227-7013	Rights in Technical Data-- Noncommercial Items.	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7016	Rights in bid or proposal information.	JUN 1995
252.227-7019	Validation of Asserted Restrictions Computer Software.	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends.	JUN 1995
252.227-7030	Technical Data - Withholding of Payment.	MAR 2000
252.227-7034	Patents-Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	SEP 1999
252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Request	MAR 2003
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	Feb 2002
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration .	MAY 1999
52.233-1	Disputes.	JUL 2002
52.233-1	Disputes. (OCT 1995) -- Alternate I	JUL 2002
52.233-3	Protest after Award.	AUG 1996
	-- ALTERNATE I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	JAN 1991
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. ALT II	AUG 1987
52.243-7	Notification of Changes	APR 1984
252.243-7002	Requests for Equitable Adjustments	MAR 1998

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

SEE SECTION J

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.244-6 Subcontracts for Commercial Items (MAY 2002)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). (DEVIATION)	JAN 1986
252.245-7001	Reports of Government Property.	MAY 1994
52.246-24	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability--Services.	FEB 1997
52.247-63	Preference for U.S. Flag Air Carriers.	JAN 1997
252.246-7000	Material Inspection and Receiving Report	MAR 2003
252.246-7001	Warranty of Data.	DEC 1991
252.247-7023	Transportation of Supplies by Sea.	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea.	MAR 2000
52.248-1	Value Engineering.	MAR 1989
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991
252.251-7000	Ordering From Government Supply Sources.	MAY 1995

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address
(End of clause)

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT (1) Relevant Experience Matrix (THIS CAN BE FOUND IN SECTION L ON SOLICITATION)

ATTACHMENT (2) Past Performance Matrix (THIS IS IN SECTION L OF THE SOLICITATION)

ATTACHMENT (3) Personnel Resource Matrix (THIS IS IN SECTION L OF THE SOLICITATION)

ATTACHMENT (4) Past Performance Questionnaire (THIS IS IN SECTION L OF THE SOLICITATION)

ATTACHMENT (5) Example Excel Spread Sheet (THIS IS AT THE END OF THE SOLICITATION)

ATTACHMENT (6) Contract Administration Plan

ATTACHMENT (7) Wage Determination

ATTACHMENT (8) Contract Data Requirement List (THIS WILL BE MAILED ON REQUEST)

ATTACHMENT (9) DD 1664's (THIS WILL BE MAILED ON REQUEST)

ATTACHMENT (10) DD 254's (THIS WILL BE MAILED ON REQUEST)

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 24
Director Wage Determinations| Date Of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,
Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02

Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	12.76
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	9.01

Meat Cutter	15.30
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82
Health Occupations	
Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49
Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95
Librarian	22.33
Library Technician	15.03
Photographer I	13.93

Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03

Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repair	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
Personal Needs Occupations	
Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
Plant and System Operation Occupations	

Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23
Guard II	12.16
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56

Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination.

Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See

Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

ATTACHMENT (7)

FOR COST REIMBURSEMENT TERM COMPLETION/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-03-D-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, data, or Freedom of Information inquiries.
- b. Post award conference
- c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or task orders (unless technical clarifications/questions can be resolved by the COR).
- d. Request, obtain, and evaluate proposals for task orders to be issued.
- e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
- f. Issue order and obligate funds
- g. Authorize overtime (only if provided for in contract)
- h. Authorize performance to begin (includes emergencies)
- i. Maintains oversight to assure that funds and contract scope are not exceeded.

- j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/task order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
 - b. Providing copies of all government/contractor technical correspondence to the PCO.
 - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
 - d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the task order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
 - e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by task order, of the hours ordered, and the hours performed (received and accepted), the value of the task order as issued, and the amount invoiced and approved. (Provide log with annual report).
 - f. Quality assurance, inspection and acceptance of services and deliverable data.
 - g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.

- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for task orders. The SOW for a task order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW an DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request task order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. If the task order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.
- m. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
- n. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include task order log).
- o. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

Contract Performance Assessment System (CPARS).

- () This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.
- () CPARS does NOT apply to this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>Joe McClure</u>	<u>655M</u>	<u>(301) 744-4628 x 276</u>
	Name	Code	Telephone

PCO (refer to Contracting Officer who signed contract documents)

Code	Telephone
------	-----------

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

Attachment (6)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

52.222-38 Compliance with Veteran's Employment Reporting Requirements DEC 2001

52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C 7701 (c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable

interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	--

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE OFFEROR OR RESPONDENT	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN
--	---

_____	_____
_____	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **\$23M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

() None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

() Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. DEC 1996****252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

52.215-1	Instructions To Offerors—Competitive Acquisition	MAY 2001
52.215-16	Facilities Capitol Cost of Money	OCT 1997

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a [**COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY COMPLETION SERVICE TYPE**] contract resulting from this solicitation.

52.216-27	SINGLE OF MULTIPLE AWARDS	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES.	FEB 1993
252.227-7017	Identification and assertion of use, release, or disclosure restrictions.	JUN 1995

52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**SUPPLY DEPARTMENT
PENNY S. KENNEDY CODE 1141
NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION
INDIAN HEAD MD 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/

HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

- (a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.
- (c) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to ____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0009 - SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

**HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

IHD 195 SECTION L PROPOSAL REQUIREMENTS

I. GENERAL INSTRUCTIONS

This procurement is being conducted on a “best value” basis utilizing the tradeoff process. If the Government elects to make multiple awards, one award may be made to a small business as a result of this solicitation in accordance with the SSP and Section M of this solicitation. Each Offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of understanding or cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired.

The Offeror shall not repeat information required in the responses in two or more proposal data requirements. Such information shall be presented in detail in the one area of the proposal where it contributes most critically to the discussion of the data requirement. In other areas where discussion of the same information is necessary, the Offeror shall refer to the initial discussion and identify its location within his proposal.

The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability. **The proposal shall not contain Hyperlinks.**

Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions.

When evaluating an Offeror, the Government will consider how well the Offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages Offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions.

Each Offeror shall submit the information required by the Offer/Proposal Submission, Offeror Capability Information, and Cost and Price Information.

A. Offer/Proposal Submission (2 copies)

Volume I - Offer/Proposal (2 copies)

Completion of blocks 12 through 18 of the SF33 by the Offeror

Section B CLIN prices or costs and fees inserted by the Offeror

Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror

Sections A through K of the solicitation completed, all requested information provided and returned by the Offeror in its entirety with no exceptions taken

Acceptance via signature of all amendments

Technical Information: (25 page limit)

Offeror's abilities to perform the following functions:

Advanced Technology Ordnance Surveillance (ATOS)

Micro-electromechanical Systems (MEMS) design capabilities

Radio Frequency Identification (RFID) reader design capabilities

Application Specific Integrated Circuit (ASIC) design capabilities

Test capabilities

These items constitute the Offeror's assent to the terms of the RFP and the Offeror's proposed prices or estimated cost and fee. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of

the RFP and complete the specified work in accordance with those terms and conditions. It is from this information that the Government will develop the promised value for each Offeror.

The technical information section of the proposal shall not exceed 25 pages in total. The Offeror must address: (1) ATOS design capabilities/knowledge, (2) Micro-electromechanical Systems (MEMS) design capabilities, (3) RFID reader design capabilities, (4) Application Specific Integrated Circuit (ASIC) design capabilities, and (5) test capabilities. These items are listed in descending order of importance.

1. Advanced Technology Ordnance Surveillance (ATOS) Design Capabilities/Knowledge:

The Offeror shall address their capability to meet the requirements of the Statement of Work with regards to ATOS. Based on the Government's definition of ATOS listed below the Offeror shall describe their knowledge and capability to meet the requirements of ATOS.

"Advanced Technology Ordnance Surveillance (ATOS) will consist of Radio Frequency Identification (RFID) "tags" including multiple sensors; to include fixed, portable, and handheld readers; a pre-processor database, and appropriate software interfaces. The RFID tag will be credit-card-sized, affixed to designated ammunition containers or pallets. The tag is intended to be low-cost, disposable, and maintenance-free with a service life of at least five years. It will monitor environmental conditions by transmitting sensor data at user-defined intervals. The tag stores data when not in communication with a reader. The tag will include temperature, humidity, and shock sensors and will allow for one (1) additional environmental sensor such as vibration. The readers will communicate with the tags and the pre-processor database. The readers will send data to the pre-processor database via a Local Area Network (LAN)."

2. Micro-electromechanical Systems (MEMS) design capabilities:

The Offeror shall describe their MEMS design capability and how this will meet the requirements for an RFID system with sensor integration and a database to track IDs and sensor data.

3. RFID reader design capabilities:

The Offeror shall provide a narrative summary of their RFID reader design capabilities to include fixed, portable, and handheld readers. The Offeror shall describe the function and complexity of their designed RFID readers to include fixed, portable, and handheld readers.

4. Application Specific Integrated Circuit (ASIC) design capabilities:

The Offeror shall describe their ASIC design capabilities and how this will meet the requirements for Automatic Identification Technology (AIT). The Offeror shall describe the function and complexity of the hardware/devices as it relates to their ASIC design.

5. Test capabilities:

The Offeror shall describe their testing capabilities in testing AIT technology and devices and any relevant unique testing capabilities. The Offeror shall provide a narrative summary of his relevant experience in testing AIT devices of similar size and complexity to the ATOS system. The narrative shall include a description of relevant devices tested, the type and scope of testing the Offeror performed on the devices, the equipment used in the testing, and the Offeror's responsibility for testing, collecting data, interpreting the data, assessing the impact of anomalies, and reporting the results. The Offeror shall describe the testing facilities to include the general description, size, location of the testing facility and its distance from other facilities (if not at the same contiguous site), age of the testing facility, equipment, and other relevant information.

B. Volume II - Offeror Capability Information (3 copies)

Relevant Experience

Experience is the opportunity to learn by doing. The Offeror shall provide evidence that demonstrates, during the past three (3) years, the opportunity to learn as a business entity about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the kind of work that will be required under the prospective contract. The Offeror shall identify Federal, state and local Governments, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference.

The information shall be submitted on the *Relevant Experience Matrix (Attachment 1)*. A supportive narrative, as to the benefits gained from each contract/subcontract reference identified for the prime and proposed subcontractor shall be included with the Matrix. This should be a summary of the Offeror's relevant experience in each of the SOW task areas and shall discuss the direct relevancy to the SOW task areas. It shall specify whether the prime or the subcontractor performed the requirements of the SOW. The summary shall not parrot the SOW task descriptions, as that is ineffective in supporting the Offeror's claim of having gained relevant experience in the given task area. In the case of a teaming arrangement the summary shall indicate which contractor performed the task. **This narrative shall not exceed 15 pages in total.** The Offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

The Offeror will not attribute to its experience, the individual experience of its current or prospective employees.

The Offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

(2) Past Performance (Applies to Prime Contractor Only)

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix (Attachment 2)*, who will be able to provide information regarding the Offeror's past performance during the past three (3) years regarding: (1) customer satisfaction, (2) timeliness; (3) technical success; (4) program management; and (5) quality. The Offeror's reference information must be current to facilitate the evaluation process.

The Offeror will submit the *Past Performance Questionnaire (Attachment 3)* to each of the references listed on the *Past Performance Matrix (Attachment 2)*, a minimum of three (3) is required. The Offeror shall instruct the references to complete the Past Performance Questionnaire and return it by no later than **(submission date of solicitation)** directly to:

Naval Surface Warfare Center, Indian Head Division
101 Strauss Avenue
Attn: Michael Burch, Code 1141B, Bldg. 1558
Indian Head, MD 20640-5035

Fax: (301) 744-6546 Email: burchml@ih.navy.mil

Completed Past Performance Questionnaires may be mailed, faxed or emailed to the contract specialist.

The Offerors' selected references must be listed on the Past Performance Matrix. **Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the Government to rank the Offeror's past performance and may affect the overall Level of Confidence (LOCAR) of the Offeror's capability. It is the Offeror's responsibility to ensure that references respond within the required timeframe.**

In the investigation of an Offeror's past performance, the Government has the right to contact former customers and Government agencies, and other private and public sources of information.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

If applicable, the Offeror shall address the requirements of the clauses at FAR 52.219-8 "Utilization of Small Business Concerns" and FAR 52.219-9 "Small Business Subcontracting Plan" on any previously performed Federal agency contracts.

(3) Personnel Resources

The Offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting current information about their work experience, education and whether the person is presently employed with the Offeror, currently employed by a proposed subcontractor, or proposed under letters of intent. All letters of intent shall be provided with personnel matrix. **Do not include salary information.** The Offeror shall provide this information on the *Personnel Resource Matrix (Attachment 4)* for **each** person proposed for all of the "key" and non-key labor categories specified in Section C. The Offeror shall identify in the Personnel Resource Matrix, whether the proposed personnel are employed with the prime contractor, are a member of a teaming arrangement or whether they are employed with a proposed subcontractor.

In addition to the Personnel Resource Matrix, the Offeror shall submit a Key Personnel Summary for each "key" labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as "key". **The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.**

In support of the Personnel Resource Matrix, the Offeror shall provide a *Staffing Plan (5 page limitation)* as to how they determined that their proposed team of personnel are the best suited to meet the Government's requirement. It should include a description of how the proposed personnel have worked together in the past, what projects this team has been successful on, why the team is expected to be successful and the proposed working relationship of the proposed personnel. The Staffing Plan shall also address how the Offeror's personnel system operates to include recruiting, hiring, and promoting practices.

C. Volume III - Cost/Price Information (2 copies)

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and one copy of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.

Furnish all cost proposal information in the order listed. This requirement also applies to any proposed subcontractor(s).

Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.

ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.

List of subcontractors that are submitting cost information independently.

Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.

If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.

State the source and date of acceptance of adequacy of the Offeror's accounting system.

If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.

State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.

If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.

State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the Department of Labor (DOL) Wage Determination.

The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.

Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from contractor-training costs.

It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:

- (i) Direct labor rates related to the labor categories specified in the RFP.
- (ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.

A statement of any other labor categories and related qualifications between any category established herein and the category normally used.

A cross-reference matrix of labor category nomenclature must be provided.

If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.

Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.

If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

Provide an explanation of how your spreadsheet is constructed.

Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).

Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.

Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein, are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government can not guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in Attachment (5) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

Attachment (5) Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

Company Name

City, State, Zip

Solicitation Number

Work Site (Location)

Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime contractors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the contractor's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the contractor's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed.

NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's

proposal in conjunction with information received through DCAA. By having the contractor provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.

FOR PROPOSAL PREPARATION PURPOSES ONLY:

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be in **4th Quarter Fiscal Year 2003**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

Estimated Labor Hours / - The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	12 Months	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	2700	2700	2700	2700	2700
Senior Scientist (K)	1800	1800	1800	1800	1800
Senior Engineer (K)	4800	4800	4800	4800	4800
Engineer	7680	7680	7680	7680	7680
Junior Engineer	5760	5760	5760	5760	5760
Analyst	4800	4800	4800	4800	4800
Junior Analyst	4800	4800	4800	4800	4800
Instrumentation Technician	9600	9600	9600	9600	9600
Technical Writer	3600	3600	3600	3600	3600
Engineering Technician	6080	6080	6080	6080	6080
Technician	9600	9600	9600	9600	9600
Assembler	6080	6080	6080	6080	6080
Clerk/Administrative Assistant	1920	1920	1920	1920	1920
Totals	69,220	69,220	69,220	69,220	69,220

ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3	Option 4
Associates/Consultants (Not-to-exceed)*	\$287,500.00	\$287,500.00	\$287,500.00	\$287,500.00	\$287,500.00
Travel (Not-to-	\$57,500.00	\$57,500.00	\$57,500.00	\$57,500.00	\$57,500.00

exceed)*					
Materials/Supplies (Not-to-exceed)*	\$914,940.00	\$914,940.00	\$914,940.00	\$914,940.00	\$914,940.00

*Inclusive of G&A, non-fee bearing

REALISM OF COST PROPOSALS

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

D. Volume IV - Small Business Subcontracting Plan - No page limit (2 copies if applicable)

This factor applies only to large businesses. If large business Offeror, a small business subcontracting plan is required. Offerors should note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal.

Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 (Oct 2000) (see also 252.219-7003 (Apr 1996)). The Offeror's small business subcontracting plan shall include all eleven (11) items cited in FAR clause 52.219-9, subparagraph d (1) through (11). The Navy's subcontracting goals for this requirement are: 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% of the effort for Service Disabled Veteran-Owned Businesses; and 2.5% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 "Small Business Subcontracting Plan" (Oct 2000) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" (Apr 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

It is recommended that Offeror's utilize this Offer Submission Checklist to ensure that all requested information is provided in response to this RFP.

FACTOR: OFFER/PROPOSAL SUBMISSION

Volume I – Offer/Proposal: Two (2) copies containing the following:

- _____ Completion of blocks 12 through 18 of the SF33 by the Offeror;
- _____ Section B with CLIN prices or costs and fees inserted by the Offeror;
- _____ Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror;
- _____ Sections A through K of the solicitation; all requested information provided and returned by the Offeror in its entirety with no exceptions taken
- _____ Acceptance via signature of all amendments

Technical Information: (25 page limit)

- _____ Offeror's abilities to perform the following functions:
Advanced Technology Ordnance Surveillance (ATOS)
Micro-electromechanical Systems (MEMS) design capabilities
Radio Frequency Identification (RFID) reader design capabilities
Application Specific Integrated Circuit (ASIC) design capabilities
Test capabilities

Volume II – Capability Information: Three (3) copies of the following:

- _____ Relevant Experience Matrix and Supportive Narrative (not to exceed 15 pages)
- _____ Past Performance Matrix
- _____ Personnel Resources
Personnel Resource Matrix
- Key Personnel Summary (not to exceed 5 pages)
- Staffing Plan (not to exceed 5 pages)

Volume III – Cost and Price Information: Two (2) copies of the following:

- _____ Price Proposal
- Completed Section B of Solicitation document
- Any available pricing information to facilitate the price analysis
- _____ Data regarding the general financial condition of the Offeror

Volume IV - If large business Offeror, a Small Business Subcontracting Plan (2 copies)

RELEVANT EXPERIENCE MATRIX

References	Contract Statement of Work/Specification Work Elements								
	Sec. 3.1	Sec. 3.2	Sec. 3.3	Sec. 3.4	Sec. 3.5	Sec. 3.6	Sec. 3.7	Sec. 3.8	Sec. 3.9

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY:

P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)

S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

Past Performance Matrix

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

References column should include government activity/ company name, address, POC and telephone number.

Personnel Resource Matrix

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW							
		B	M	D					X = yes				Blank = no			
									Sec. 3.1	Sec. 3.2	Sec. 3.3	Sec. 3.4	Sec. 3.5	Sec. 3.6	Sec. 3.7	Sec. 3.8

Ex. Jane Doe	Program Manager		X		22	17	JD Inc.		X		X					

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area. The Offeror shall also provide a Staffing Plan (5 page limitation) as to how the Offeror determined that their proposed team of personnel are best suited to meet the Government’s requirements.

Personnel Resource Matrix

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW							
									X = yes				Blank = no			
		B	M	D					Sec. 3.1	Sec. 3.2	Sec. 3.3	Sec. 3.4	Sec. 3.5	Sec. 3.6	Sec. 3.7	Sec. 3.8

Ex. Jane Doe	Program Manager		X		22	17	JD Inc.		X		X					

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area. The Offeror shall also provide a Staffing Plan (5 page limitation) as to how the Offeror determined that their proposed team of personnel are best suited to meet the Government’s requirements.

PAST PERFORMANCE QUESTIONNAIRE

FOR SOLICITATION NUMBER N00174-03-R-0031

Offeror’s Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 22 JUNE 2003

TO:

Naval Surface Warfare Center

101 Strauss Avenue, Bldg. 1558

Indian Head, MD 20640-5035

Michael Burch, *Contract Specialist, Code 1141B*

e-mail address: burchml@ih.navy.mil

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

SECTION M EVALUATION FACTORS FOR AWARD

Clauses Incorporated by Reference:

52.217-5

EVALUATION OF OPTIONS

JUL 1990

SECTION M EVALUATION FACTORS FOR AWARD

GENERAL INFORMATION

This procurement is being conducted on a “best value” basis utilizing the tradeoff process. If the Government elects to make multiple awards, one award may be made to a small business as a result of this solicitation in accordance with the SSP and paragraph IIE. of this Section. The Government will determine best value on the basis of the following factors (in descending order of importance):

- (1) Offer/Proposal – Technical Information
- (2) Offeror Capability
- (3) Cost and Price Information

This solicitation looks at evaluation factors as broken into two categories – “offer/proposal” and “capability factors”.

“Offer/Proposal” factors are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through K of the solicitation and required technical information.

“Capability” factors (i.e., relevant experience, past performance, and personnel resources) are those factors that will be used to evaluate the capability of the competing Offerors. The factors DO NOT become part of the contract but they play a key role in the source selection process.

Source selection shall be determined using a modified LOCAR (Level of Confidence Assessment Rating) methodology.

The Government reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer/proposal, should contain the Offeror’s best terms from their offer/proposal and cost/price standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance for award.

Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An Offeror may eliminate a deficiency in its offer only through discussions and if permitted by the Government.

Capability Information constitutes “other written information” and is not part of the offer/proposal. Pursuant to FAR 15.306, exchanges of information with the Offeror after receipt of proposals may be permitted.

The Government will assess the extent to which each Offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a possible lack of capability to perform satisfactory.

A. Volume I - Offer/Proposal Submission

Technical Information: (25 page limit)

The Government will evaluate the Offeror with respect to abilities to perform the following functions. The Offeror must address: (1) ATOS design capabilities/knowledge, (2) Micro-electromechanical Systems (MEMS) design capabilities, (3) RFID reader design capabilities, (4) Application Specific Integrated Circuit (ASIC) design capabilities, and (5) test capabilities. **This section of the proposal shall not exceed 25 pages in total.** The Government will evaluate the sub-factors, which are listed in descending order of importance. These sub-factors will be evaluated on a numerical scale. This section of the proposal is capable of receiving a maximum score of 100 points. The results of this numeric evaluation by the Government will become the Promised Value score for each Offeror (100 points maximum).

The Offeror is advised that the information reflected in this section of their proposal will become part of the resulting contract and the Offeror will be held to it.

Advanced Technology Ordnance Surveillance (ATOS) Design Capabilities/Knowledge

The Government will assess the Offeror's stated capability to meet the requirements of the Statement of Work with regards to ATOS. Based on the Government's definition of ATOS, the Government will evaluate the Offeror's capability and knowledge to meet the requirements of ATOS.

2. Micro-electromechanical Systems (MEMS) design capabilities:

The Government will evaluate the Offeror's stated MEMS design capability and how it will meet the requirements for an RFID system with sensor integration and a database to track IDs and sensor data.

3. RFID reader design capabilities:

The Government will assess the Offeror's stated ability to perform RFID reader design to include fixed, portable, handheld readers. The Government will evaluate the function and complexity of the Offeror's designed RFID readers to include fixed, portable, and handheld readers.

4. Application Specific Integrated Circuit (ASIC) design capabilities:

The Government will assess the Offeror's stated ASIC design capabilities and how it will meet the requirements for Automatic Identification Technology (AIT). The Government will evaluate the function and complexity of the hardware/devices as it relates to the Offeror's ASIC design.

5. Test capabilities:

The Government will evaluate the Offeror's testing capabilities in testing AIT technology and devices and any relevant unique testing capabilities. The Government will assess the Offeror's experience in testing AIT devices of similar size and complexity to the ATOS system. The Offeror's proposal will be evaluated on the relevant devices tested, the type and scope of testing the Offeror performed on the devices, the equipment used in the testing, and the Offeror's responsibility for testing, collecting data, interpreting the data, assessing the impact of anomalies, and reporting the results. The Government will evaluate the Offeror's testing facilities. This evaluation will include assessment of the general description, size, location of the testing facility and its distance from other facilities (if not at the same contiguous site), age of the testing facility, equipment, and other relevant information provided.

B. Volume II - Offeror Capability Evaluation Factors

The Government will evaluate the capability of the Offerors. The Government will evaluate their capability on the basis of: (1) relevant experience, (2) past performance, and (3) personnel resources. The capability sub-factors are listed in descending order of importance.

SUB-FACTORS	WEIGHTING
(1) Relevant Experience	Most Important

(2) Past Performance	2 nd Most Important
(3) Personnel Resources	3 rd Most Important

(1) Relevant Experience

Experience is the opportunity to learn by doing. The Government will assess each Offeror's work records to determine whether, during the past (3) years, the Offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties, and risks associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an Offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the Offeror's relevant experience as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the Offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

The Government will not attribute to an Offeror *the individual experience of the Offeror's current or prospective employees*. The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to the experience presented based on the following:

1. Low Risk shall be associated with a prime contractor who demonstrates the ability to meet all of the requirements of the statement of work through in-house capability.
2. Medium Risk shall be associated with an existing/proven prime/subcontractor team that has worked together at least three (3) years and demonstrates its capability to meet all of the requirements of the statement of work.
3. Higher Risk shall be associated with a proposed prime/subcontractor team with no existing/proven relationship that demonstrates its capability to meet all of the requirements of the statement of work.

(2) Past Performance (Applies to Prime Contractor Only)

The Government will evaluate past performance in terms of (1) customer satisfaction, (2) timeliness, (3) technical success, (4) program management, and (5) quality.

Failure of an Offeror's references to respond within the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall LOCAR of the Offeror's capability. It is the Offeror's responsibility to ensure references respond within the required timeframe.

If the Offeror is a large business, the Government will assess the Offeror's record of complying with the requirements of the clauses at FAR 52.219-8 "Utilization of Small Business Concerns" and FAR 52.219-9 "Small Business Subcontracting Plan" on any previously performed Federal agency contracts.

(3) Personnel Resources

The Government will evaluate the *personnel* to assess to what extent the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP. In doing so, the Government will review their work experience, education and whether the person is presently employed with the Offeror, or whether they are proposed under a letter of intent. The Government will evaluate the information provided in the *Personnel Resource Matrix (Attachment 4)* and its supporting Staffing Plan, for each labor category identified in Section C, to determine the acceptability of ALL the proposed resources. In addition to the Personnel Resource Matrix, the Government will evaluate the Key Personnel Summary for each key labor category to assess relevant experience, etc. as required by Section C.

The Government shall evaluate whether the proposed personnel are employed with the prime contractor, member of a teaming arrangement, a subcontractor, or proposed under a letter of intent. The Government will give greater weight to key personnel who are currently employed with the prime or a teaming subcontractor versus key personnel who are proposed under a letter of intent.

Low Risk shall be associated with offer when a majority of the key personnel are currently employed with the prime contractor.

Medium Risk shall be associated with offer when a majority of the key personnel are currently employed with proposed subcontractors.

Higher Risk shall be associated with offer when a majority of the key personnel are currently proposed under letters of intent.

The Government shall evaluate the Staffing Plan by determining if the Offeror has provided a comprehensive explanation of how the personnel will meet the requirements of the Statement of Work and how the positions will be staffed.

C. Volume III - Cost/Price Information

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

D. Volume IV - Small Business Subcontracting Plan

Large businesses shall submit a Small Business Subcontracting Plan, which will not be subject to merit rating evaluation. The proposed Small Business portion of the subcontracting plan will be reviewed to ensure that they meet or exceed the minimum requirements in Section L of this solicitation. The subcontracting plan will be incorporated into the contract, but will not affect overall evaluation or level of confidence. It will be evaluated to insure the Offeror has a plan that complies with the Navy's stated goals or that the Offeror has provided an explanation as to why those goals cannot be met. The Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues only and these exchanges of information shall not constitute discussions as defined in Part 15 of the FAR. The subcontracting plan will be evaluated by the contracting officer or designee.

II. SCORING PROCESS

A. Promised Value is the score that results from the numeric evaluation of the Technical Information submitted in Volume I (100 points maximum).

The following Table is an example of the rating process for the Promised Value Determination:

Table 1 – Offer/Proposal - Promised Value Determination

Offeror	Technical Information Score	Total Points (Promised Value)
A	100	100
B	85	85
C	65	65
D	80	80
E	90	90
F	85	85

B. A Level of Confidence Assessment Rating (LOCAR) will be assigned to each Offeror's capability. The following is the scale for the LOCAR:

Less Confident (0 -.4) (Less likely to succeed).

More Confident (.6 -.94) (More likely to succeed).

Most Confident (.95 – 1.0) (Most likely to succeed).

Neutral (.5) Indicates that the EP believes that success and failure are equally likely, that is, that the Offeror has a 50/50 chance of success. The score of 50 is appropriate when the EP has no basis for believing in either success or failure.

The Government will assign a LOCAR to the capability of each Offeror (including relevant experience, past performance, and personnel resources). The following Table is an example of the rating process for the Offeror Capability Evaluation:

Table 2 - Offeror Capability/LOCAR Determination

Offeror	Relevant Experience Rating/Risk		Past Performance	Personnel Resources Rating/Risk		LOCAR
A	Excellent	Low	Excellent	Excellent	Low	.98
B	Excellent	High	Excellent	Excellent	Low	.80
C	None	High	Good	Good	Medium	.4
D	Good	Low	Good	Good	Medium	.75
E	Good	High	Good	Good	High	.45
F	Excellent	Medium	Excellent	Excellent	Low	.85

C. Level of Confidence and Expected Value – The Government will determine its level of confidence in each Offeror on the basis of its evaluation of the Offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an Offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each Offeror's promises.

The following Table is an example of the scoring process used to determine Expected Value:

Table 3 - Expected Value Determination

Offeror	Promised Value	X	LOCAR	Expected Value	Price
A	100 points	X	.98	98%	\$21M
B	85 points	X	.80	68%	\$19M
C	65 points	X	.4	26%	\$16M
D	80 points	X	.75	60%	\$18M
E	90 points	X	.45	40.5%	\$20M
F	85 points	X	.85	72.25%	\$17M

D. Best Value Tradeoff Analysis

In order to determine which Offeror represents the best value utilizing the tradeoff process, the Government will make a series of paired comparisons among the Offerors, trading off the differences in the nonprice factors against the difference in most probable price between the Offerors. If, in any paired comparison, of any two Offerors, one Offeror has both a higher Expected Value and the lower price, then that Offeror is the best value. If the Offeror with the higher Expected Value has the higher price, then the Government must decide whether the margin of higher Expected Value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an Offeror representing the best value is identified.

E. Multiple Awards

In the event where the Government elects to make a multiple award, the Government reserves the right to award one award only if: (1) the small business Offeror receives a total Expected Value score of 70% or higher and (2) the small business Offeror's costs are determined to be fair and reasonable for the Expected Value score received. Predicated on the Offeror meeting the specified Expected Value score and determination of costs being fair and reasonable, only then will the small business Offeror be eligible for award.

Note: When evaluating Cost/Price – a 10% HUBzone Price Evaluation Preference shall be applied in accordance with clause 52.219-4 Notice of price evaluation preference for HUBZone small business concerns.

F. Single Offeror

In the event where the Government only receives one proposal submission, the Government reserves the right to award only if: (1) the Offeror receives a total Expected Value score of 70% or higher and (2) the Offeror's costs are determined to be fair and reasonable for the Expected Value score received. Predicated on the Offeror meeting the specified Expected Value score and determination of costs being fair and reasonable, only then will the Offeror be eligible for award.

IHD 208 COST REALISM (JUN 1993) (IHD/NSWC)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

HQ M-2-0006 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.